

---

**State:** District of Columbia **First Filing Company:** Commerce and Industry Insurance Company, ...  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability  
**Product Name:** Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime - 016500000331  
**Project Name/Number:** Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime/AIG-18-CU-07

## Filing at a Glance

Companies: Commerce and Industry Insurance Company  
National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime - 016500000331

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0001 Commercial General Liability

Filing Type: Form

Date Submitted: 05/03/2018

SERFF Tr Num: AGNY-131483880

SERFF Status: Assigned

State Tr Num:

State Status:

Co Tr Num: AIG-18-CU-07

Effective Date: On Approval

Requested (New):

Effective Date: On Approval

Requested (Renewal):

Author(s): Janine Graham

Reviewer(s): Carmen Belen (primary)

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

**State:** District of Columbia **First Filing Company:** Commerce and Industry Insurance Company, ...  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability  
**Product Name:** Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime - 016500000331  
**Project Name/Number:** Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime/AIG-18-CU-07

## General Information

Project Name: Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime Status of Filing in Domicile: Authorized  
Project Number: AIG-18-CU-07 Domicile Status Comments:  
Reference Organization: N/A Reference Number: N/A  
Reference Title: N/A Advisory Org. Circular: N/A  
Filing Status Changed: 05/03/2018  
State Status Changed: Deemer Date:  
Created By: Janine Graham Submitted By: Janine Graham  
Corresponding Filing Tracking Number:

### Filing Description:

The referenced companies submit for your review and approval fourteen (14) endorsements to be used with their Commercial Umbrella Liability Policy with CrisisResponse® - Form No. 80517 (5/06) currently on file with your Department under company filing number AIC-06-CU-04.

Please refer to the attached Form Listing for information about the form included in this submission.

## Company and Contact

### Filing Contact Information

Janine Graham, Senior Analyst Janine.Graham@aig.com  
80 Pine Street 718-250-1747 [Phone]  
13th Floor 718-250-1779 [FAX]  
State Filings  
New York, NY 10005

### Filing Company Information

Commerce and Industry Insurance Company	CoCode: 19410	State of Domicile: New York
175 Water Street	Group Code: 12	Company Type:
New York, NY 10038	Group Name:	State ID Number:
(212) 458-5000 ext. [Phone]	FEIN Number: 13-1938623	

National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile:
175 Water Street	Group Code: 12	Pennsylvania
New York, NY 10038	Group Name:	Company Type:
(212) 458-5000 ext. [Phone]	FEIN Number: 25-0687550	State ID Number:

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

State:

District of Columbia

First Filing Company:

Commerce and Industry Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime - 016500000331

Project Name/Number:

Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime/AIG-18-CU-07

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Access, Collection, Release or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion Endorsement (With Limited Bodily Injury and Property Damage Exception) (SIR Only Version)	124840	(3/18)	END	New		0.000	124840 (3-18).pdf
2		Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion Endorsement (With Limited Bodily Injury and Property Damage Exception)	127033	(08/17)	END	New		0.000	127033 (08-17).pdf
3		Act of Terrorism Self-Insured Retention Endorsement (Separate Retention-Canada)	124725	(11/17)	END	New		0.000	124725 (11-17).pdf
4		Additional Insured Endorsement -- Primary and Non-Contributory	124545	(5/17)	END	New		0.000	124545 (5-17).pdf
5		Additional Insured Endorsement -- Primary and Non-Contributory	124792	(1/18)	END	New		0.000	124792 (1-18).pdf
6		Additional Insured Endorsement -- Primary and Non-Contributory (Scheduled Additional Insureds)	124796	(1/18)	END	New		0.000	124796 (1-18).pdf
7		Biological Agents Exclusion Endorsement (Limited Applicability -- Specified Entity)	119738	(12/17)	END	New		0.000	119738 (12-17).pdf

SERFF Tracking #:

AGNY-131483880

State Tracking #:

Company Tracking #:

AIG-18-CU-07

State: District of Columbia

First Filing Company:

Commerce and Industry Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime - 016500000331

Project Name/Number: Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime/AIG-18-CU-07

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
8		Druggist Professional Liability for Bodily Injury or Property Damage Limitation Endorsement	124540	(5/17)	END	New		0.000	124540 (5-17).pdf
9		Helipad Limitation Endorsement	124729	(11/17)	END	New		0.000	124729 (11-17).pdf
10		New York Construction Operations Self-Insured Retention Endorsement (Limited Applicability)	124831	(3/18)	END	New		0.000	124831 (3-18).pdf
11		Pesticide or Herbicide Application Coverage Endorsement (Schedule of Designated Operations)	124848	(3/18)	END	New		0.000	124848 (3-18).pdf
12		Professional Liability Exclusion Endorsement (Resultant Bodily Injury and Property Damage Exception)	124776	(12/17)	END	New		0.000	124776 (12-17).pdf
13		Specified Diseases Exclusion Endorsement (Schedule)	124838	(3/18)	END	New		0.000	124838 (3-18).pdf
14		XSEnhanced® Unmanned Aircraft Coverage Enhancement Endorsement (Bodily Injury, Property Damage and Personal Injury and Advertising Injury)	124769	(12/17)	END	New		0.000	124769 (12-17).pdf

## Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Access, Collection, Release or Disclosure of Confidential or Personal Information  
and Data-Related Liability Exclusion Endorsement  
(With Limited Bodily Injury and Property Damage Exception)  
(SIR Only Version)**

**IT IS AGREED AND UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERSEDE.**

This policy is amended as follows:

**Section V. EXCLUSIONS**, is amended to include the following exclusion:

**Access, Collection, Release or Disclosure of Confidential or Personal Information and Electronic Data**

This insurance does not apply to any liability arising out of:

1. Any access to, collection of, release of, or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health or medical information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **Electronic Data**.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** as defined by this endorsement arising out of that which is described in paragraphs 1. or 2. above. Coverage for such **Bodily Injury** or **Property Damage** shall be excess of the Resultant **Bodily Injury** or **Property Damage Self-Insured Retention**, as shown below on this endorsement.

Notwithstanding anything in this endorsement, including the above exception for **Bodily Injury** or **Property Damage**, this insurance does not apply to and no coverage is provided for any notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other similar loss, cost or expense incurred by the **Insured** or others arising out of that which is described in paragraphs 1. and 2. above.

**Section V. EXCLUSIONS, H. Electronic Chatrooms or Bulletin Boards and Electronic Data**, is deleted in its entirety and replaced by the following exclusion:

**H. Electronic Chatrooms or Bulletin Boards**

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

The **DECLARATIONS, ITEM 5. SELF-INSURED RETENTION** is amended to add the following Resultant **Bodily Injury or Property Damage Self-Insured Retention**:

\$ **[AMOUNT]** Each Occurrence

\$ **[AMOUNT]** General Aggregate

as respects **Bodily Injury or Property Damage** covered under the exception to the Access or Disclosure of Confidential or Personal Information and Electronic Data exclusion. This Resultant **Bodily Injury or Property Damage Self-Insured Retention** will not be reduced by **Defense Expenses**.

If no entry appears above, the Resultant **Bodily Injury or Property Damage Self-Insured Retention** is \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.

The applicable Resultant **Bodily Injury or Property Damage Self-Insured Retention** applies whether or not there is any available **Other Insurance** applicable to a **Loss**. If there is **Other Insurance** applicable to a **Loss**, amounts received through **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the Resultant **Bodily Injury or Property Damage Self-Insured Retention** if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through **Other Insurance** for the payment of **Defense Expenses** reduce the Resultant **Bodily Injury or Property Damage Self-Insured Retention**.

Solely when the Resultant **Bodily Injury or Property Damage Self-Insured Retention** set forth above applies, **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

- A. We will have no duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury or Property Damage** arising out of a **Loss** until the Resultant **Bodily Injury or Property Damage Self-Insured Retention** has been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted. We will, however, have the right, but not the duty to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply.

For the purposes of this endorsement only, **Section VII. DEFINITIONS**, Paragraph Y. **Property Damage** is deleted in its entirety and replaced by the following:

Y. **Property Damage** means physical injury to tangible property, including all resulting loss

of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it. **Electronic Data** is not tangible property.

For purposes of this endorsement only, **Section VII. DEFINITIONS** is amended to include the following additional definitions:

**Defense Expenses** mean payment(s) allocated to the investigation, settlement or defense of a specific loss, claim or **Suit**, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or Suit;
4. Costs taxed against the Insured in any claim or Suit;
5. Pre-judgment interest awarded against the Insured; and
6. Interest that accrues after entry of judgment.

**Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment or other electronic backup facilities, and data transmission or storage provided by means of the Internet.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

**Endorsement #**

**This endorsement effective 12:01 a.m. forms a part of**

**Policy No. issued to**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Access or Disclosure of Confidential or Personal Information  
and Data-Related Liability Exclusion Endorsement  
(With Limited Bodily Injury and Property Damage Exception)**

**IT IS AGREED AND UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERSEDE.**

This policy is amended as follows:

**Section V. EXCLUSIONS**, is amended to include the following exclusion:

**Access or Disclosure of Confidential or Personal Information and Electronic Data**

This insurance does not apply to any liability arising out of:

1. Any access to, collection of, release of, or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health or medical information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **Electronic Data**.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** as defined by this endorsement arising out of that which is described in paragraphs 1. or 2. above.

In the event that:

- (a) coverage for such resultant **Bodily Injury** or **Property Damage** is not provided by any applicable **Scheduled Underlying Insurance**; and
- (b) there is no applicable General Liability limit listed in a Schedule of Retained Limits (if attached to this Policy),

then coverage for such **Bodily Injury** or **Property Damage** shall be excess of the Resultant **Bodily Injury** or **Property Damage Self-Insured Retention**, as shown below on this endorsement.



Notwithstanding anything in this endorsement, including the above exception for **Bodily Injury** or **Property Damage**, this insurance does not apply to and no coverage is provided for any notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other similar loss, cost or expense incurred by the **Insured** or others arising out of that which is described in paragraphs 1. and 2. above.

**Section V. EXCLUSIONS, H. Electronic Chatrooms or Bulletin Boards and Electronic Data**, is deleted in its entirety and replaced by the following exclusion:

**H. Electronic Chatrooms or Bulletin Boards**

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

The **DECLARATIONS, ITEM 5. SELF-INSURED RETENTION** is amended to add the following Resultant **Bodily Injury** or **Property Damage Self-Insured Retention**:

**\$(EACH OCCURRENCE SIR)** Each Occurrence

**\$(GENERAL AGGREGATE SIR)** General Aggregate

as respects **Bodily Injury** or **Property Damage** covered under the exception to the Access or Disclosure of Confidential or Personal Information and Electronic Data exclusion where such Resultant **Bodily Injury** or **Property Damage Self-Insured Retention** is applicable pursuant to this Endorsement. This Resultant **Bodily Injury** or **Property Damage Self-Insured Retention** will not be reduced by **Defense Expenses**.

If no entry appears above, the Resultant **Bodily Injury** or **Property Damage Self-Insured Retention** is \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.

The applicable Resultant **Bodily Injury** or **Property Damage Self-Insured Retention** applies whether or not there is any available **Other Insurance** applicable to a **Loss**. If there is **Other Insurance** applicable to a **Loss**, amounts received through **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the Resultant **Bodily Injury** or **Property Damage Self-Insured Retention** if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through **Other Insurance** for the payment of **Defense Expenses** reduce the Resultant **Bodily Injury** or **Property Damage Self-Insured Retention**.

Solely when the Resultant **Bodily Injury** or **Property Damage Self-Insured Retention** set forth above applies, **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

- A. We will have no duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury** or **Property Damage** arising out of a **Loss** until the Resultant **Bodily Injury** or **Property Damage Self-Insured Retention** has been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted. We will, however, have the right, but not the duty to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply.

For the purposes of this endorsement only, **Section VII. DEFINITIONS**, Paragraph Y. **Property Damage** is deleted in its entirety and replaced by the following:

- Y. **Property Damage** means physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it. **Electronic Data** is not tangible property.

For purposes of this endorsement only, **Section VII. DEFINITIONS** is amended to include the following additional definitions:

**Defense Expenses** mean payment(s) allocated to the investigation, settlement or defense of a specific loss, claim or **Suit**, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or Suit;
4. Costs taxed against the Insured in any claim or Suit;
5. Pre-judgment interest awarded against the Insured; and
6. Interest that accrues after entry of judgment.

**Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment or other electronic backup facilities, and data transmission or storage provided by means of the Internet.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Act of Terrorism Self-Insured Retention Endorsement  
(Separate Retention-Canada)**

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

The **DECLARATIONS, ITEM 5. SELF-INSURED RETENTION** is amended to include the following additional Self-Insured Retentions:

**ACT OF TERRORISM SELF-INSURED RETENTIONS:**

[\$RETENTION] Each **Occurrence** (As respects all liability covered under this policy arising out of any **Act of Terrorism** occurring outside of Canada). The **Act of Terrorism Self-Insured Retention** will not be reduced or exhausted by **Defense Expenses**.

[\$RETENTION] Each **Occurrence** (As respects all liability covered under this policy arising out of any **Act of Terrorism** occurring within Canada). The **Act of Terrorism Self-Insured Retention** will not be reduced or exhausted by **Defense Expenses**.

**ITEM 6. OF THE DECLARATIONS, PREMIUM AND PREMIUM COMPUTATION** is amended to include the following:

**ACT OF TERRORISM PREMIUM**                     \$[PREMIUM]                    

**Section IV. LIMITS OF INSURANCE**, is amended to include the following additional provision:

The **Act of Terrorism Self-Insured Retention** applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**. If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Act of Terrorism Self-Insured Retention**. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **Act of Terrorism Self-Insured Retention**.

**Section III. DEFENSE PROVISIONS**, Paragraphs A. 1. and A. 2., and D. are deleted in their entireties, and Paragraph A. is replaced by the following:

- A. We will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

**Section VII. DEFINITIONS** is amended to include the following additional definition:

**Act of Terrorism** means:

1. any act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
  - a. to be an act of terrorism;
  - b. to be a violent act or an act that is dangerous to:
    - i. human life
    - ii. property; or
    - iii. infrastructure;
  - c. to have resulted in damage within the United States, or outside of the United States in the case of:
    - i. an air carrier or vessel [described in TRIA], or
    - ii. the premises of a United States mission; and
  - d. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; or
2. any act that:
  - a. involves the use of force or violence against person or property;
  - b. is dangerous to human life or property; or
  - c. interferes with or disrupts an electronic or communication system; and
  - d. is undertaken by any group or person, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:
    - i. a government;
    - ii. the civilian population of a country, state or community; or
    - iii. to disrupt the economy of a country, state or community;

when one or more of the following are attributed to the act:

- a. The act involves the actual, alleged or threatened use, release, escape, dispersal, application and/or existence of:
  - i. Any nuclear reaction;
  - ii. Radioactive materials or **Nuclear Materials** in any form and from any source;
  - iii. Radionuclides;
  - iv. Radiation emitted from any radioactive source whether natural or manmade; and/or
  - v. Electromagnetic pulses; or
- b. The act involves the actual, alleged or threatened use, release, escape, dispersal, application and/or existence of pathogenic or poisonous chemical or **biological** materials, whether natural, manmade, living or dead; or
- c. The total insured industry-wide losses exceed \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Company will include all insured industry-wide loss or damage sustained by all persons and entities affected by the act. For the purpose of this provision, insured industry-wide loss or damage means loss or damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple acts which occur within a 72-hour period and objectively appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in this Subsection 2.c. are met.

- d. Fifty or more persons sustain death or serious injury. For purposes of this provision, serious physical injury means:
  - i. Physical injury that involves substantial risk of death; or
  - ii. Protracted and obvious physical disfigurement; or
  - iii. Protracted loss of or impairment of the function of a bodily member or organ.

**Biological** materials include all microorganisms, viruses, rickettsia, prions, nucleic acids, toxins, toxin-producing agents, and poisons produced by biological organisms.

**Defense Expenses** means any payment allocated to a specific loss, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

- 1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
- 2. Premiums on bonds to release attachments;

3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Costs taxed against the **Insured** in any claim or **Suit**;
5. Pre-judgment interest awarded against the **Insured**;
6. Interest that accrues after entry of judgment.

**Nuclear Materials** means "source material," "special nuclear material" or "by-product material." "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

It is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

**Endorsement #**

**This endorsement effective 12:01 a.m.**

**Forms a part of Policy No.:**

**Issued to:**

**:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Additional Insured Endorsement -- Primary and Non-Contributory**

This policy is amended as follows:

**Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional provision:

**Insured** means:

Any person or organization for whom you have agreed in writing in a contract or agreement that such person or organization is an additional insured on your insurance policy. However, such person or organization is an additional insured only with respect to liability arising out of **Your Work** at the location designated.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. Coverage afforded to these additional insured parties, when required by written contract, will be primary to, and non-contributory with, any **Other Insurance** purchased and issued to that person or organization.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative, or  
Countersignature (where applicable)

**Endorsement #**

**This endorsement effective 12:01 a.m. forms a part of**

**Policy No. issued to**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Additional Insured Endorsement -- Primary and Non-Contributory**

This policy is amended as follows:

**Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional provision:

**Insured** means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy. Coverage for such person or organization will be afforded excess of the applicable retained limit listed on the **Schedule of Retained Limits**. Such person or organization is an additional insured only with respect to liability arising out of **Your Work** at the location(s) designated in such contract or agreement.

Coverage afforded to these additional insured parties, when required by written contract, will be primary to, and non-contributory with, any **Other Insurance** purchased and issued to that person or organization.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)



**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Additional Insured Endorsement – Primary and Non-Contributory  
(Scheduled Additional Insureds)**

This policy is amended as follows:

**Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional provision:

**Insured** means:

Any person or organization shown in the schedule below for whom you have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability arising out of **Your Work** at the location designated.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. Coverage afforded to these additional insured parties, when required by written contract, will be primary to, and non-contributory with, any **Other Insurance** purchased and issued to that person or organization.

**SCHEDULE OF ADDITIONAL INSUREDS**

[SCHEDULE OF ADDITIONAL INSUREDS]

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

Endorsement \_\_\_\_\_

This endorsement effective 12:01 a.m.:

Forms a part of Policy No.:

Issued to:

By:

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Biological Agents Exclusion Endorsement  
(Limited Applicability – Specified Entity)**

Solely as respects liability arising out of the products and/or operations of [SPECIFIED ENTITY], this policy is amended as follows:

**Section V. EXCLUSIONS** is amended to include the following additional exclusion:

**Biological Agents**

This insurance does not apply to **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Biological Agents**.

This insurance does not apply to any loss, cost or expense arising out of any:

1. Request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **Biological Agents**; or
2. Claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of any **Biological Agents**.

**Section VII. DEFINITIONS** is amended to include the following additional definition:

**Biological Agents** means any:

1.
  - a. bacteria;
  - b. mildew, mold or other fungi;
  - c. other microorganisms; or
  - d. any mycotoxins, spores or other by-products of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (where applicable)

**ENDORSEMENT NO.**

**This endorsement effective 12:01 a.m.:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Druggist Professional Liability for Bodily Injury  
or Property Damage Limitation Endorsement**

This policy is amended as follows:

**Section V. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of any **Insured's Wrongful Act** in the performance of **Druggist Professional Services**.

However, if insurance for **Bodily Injury or Property Damage** is provided by **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

**Section V. EXCLUSIONS** is amended to include the following additional exclusions:

1. This insurance will not apply to claims alleging or arising out of financial loss, loss of profits, inadequate value, and diminution in value or out-of-pocket expenses.
2. This insurance will not apply to **Bodily Injury or Property Damage** caused by the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of any **Insured**.

**Section VII. DEFINITIONS** is amended to include the following additional definitions:

**Druggist Professional Services** means the preparation, selling, handling or distribution of drugs or medicine, other goods or products and their containers by the Insured at or from any pharmacy, drug store or mail order pharmaceutical distribution and mail order processing

**Wrongful Act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed in the performance of **Druggist Professional Services**.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (if applicable)

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Helipad Limitation Endorsement**

This policy is amended as follows:

**Section V. EXCLUSIONS** is amended to include the following additional exclusion:

**Helipad**

This insurance does not apply to any liability arising out of the ownership, maintenance, use or operation of helipads.

However, if insurance for such liability is provided by **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

It is understood that to the extent any coverage or exclusion may otherwise be provided under this policy or any of its endorsements, the provisions of this endorsement will supersede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**New York Construction Operations Self-Insured Retention Endorsement  
(Limited Applicability)**

**TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.**

This policy is amended as follows:

**The DECLARATIONS, ITEM 5. SELF-INSURED RETENTION is amended to add the following New York Construction Operations Self-Insured Retention:**

**\$25,000,000 Each Occurrence**

as respects any liability arising out of any construction operations conducted by or on behalf of the **Insured** within the 5 Boroughs of New York City (Manhattan, Brooklyn, Bronx, Queens and Staten Island).

The **New York Construction Operations Self-Insured Retention** will not be reduced by **Defense Expenses**.

The **New York Construction Operations Self-Insured Retention** applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**. If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **New York Construction Operations Self-Insured Retention** if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **New York Construction Operations Self-Insured Retention**.

**Section III. DEFENSE PROVISIONS**, Paragraphs A. 1. and A. 2., and D. are deleted in their entireties, and Paragraph A. is replaced by the following:

- A. We will have no duty to defend any **Suit** against the **Insured** until the **New York Construction Operations Self-Insured Retention** is exhausted by payment of **Loss**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

**Section VII. DEFINITIONS** is amended to include the following additional definition:

**Defense Expenses** means any payment allocated to a specific loss, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Costs taxed against the **Insured** in any claim or **Suit**;
5. Pre-judgment interest awarded against the **Insured**;
6. Interest that accrues after entry of judgment.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)



**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Pesticide or Herbicide Application Coverage Endorsement  
(Schedule of Designated Operations)**

**TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.**

Solely with respect to **Bodily Injury** or **Property Damage** arising out of the application of pesticides or herbicides, this policy is amended as follows:

**Section V. EXCLUSIONS, Q. Pollution** is amended to include the following additional provision:

However, Paragraph 1 of this exclusion will not apply to **Bodily Injury** or **Property Damage** arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** if such coverage is provided by **Scheduled Underlying Insurance** and meets all of the following conditions:

- a) It arises out of the operations listed in the Schedule of Designated Operations;
- b) It was accidental and neither expected nor intended by the **Insured**. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of pollutants was a result of an attempt by the **Insured** to mitigate or avoid a situation where substantial third party **Bodily Injury** or **Property Damage** could occur;
- c) It was demonstrable as having commenced on a specific date during the **Policy Period**;
- d) Its commencement became known to the **Insured** within [KNOWN # OF DAYS] calendar days;
- e) Its commencement was reported in writing to us within [REPORTED # OF DAYS] calendar days of becoming known to any officer of the **Insured**; any manager in your risk management, insurance or legal department; any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or Suit; or any **Insured** authorized or responsible to report the commencement; and

- f) Reasonable effort was expended by the **Insured** to terminate the discharge, dispersal, seepage, migration, release or escape of **Pollutants** as soon as conditions permitted.

Coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

#### **SCHEDULE OF DESIGNATED OPERATIONS**

[SCHEDULE OF DESIGNATED OPERATIONS]

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Professional Liability Exclusion Endorsement  
(Resultant Bodily Injury and Property Damage Exception)**

This policy is amended as follows:

**Section V. EXCLUSIONS** is amended to include the following additional exclusion:

**Professional Liability**

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible.

It is understood this exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

However, this exclusion does not apply to resultant **Bodily Injury** or **Property Damage** arising out of professional services performed by or on behalf of the **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Specified Diseases Exclusion Endorsement  
(Schedule)**

This policy is amended as follows:

**Section V. EXCLUSIONS** is amended to include the following additional exclusion:

**Diseases**

This insurance does not apply to any damages, loss, cost or expense arising out of any:

1. condition, disease or sickness shown in the Schedule below, including any similar or other condition, disease, injury or sickness related thereto, by whatever name known;
2. causative agent of any condition, disease, injury or sickness described in subparagraph 1. above, regardless of whether such agent gives rise to any such condition, disease, injury or sickness or any other condition, disease, injury or sickness, by whatever name known; or
3. actual or attempted counseling or testing for, or containing, detoxifying, mitigating, monitoring or neutralizing of, or responding to, or assessing the effects of any:
  - a. condition, disease, injury or sickness; or
  - b. causative agent;

described in subparagraph 1. or 2. above, including any:

- i) actual or attempted cure, diagnosis, prevention or treatment of any such condition, disease, injury or sickness;
- ii) actual or attempted cleaning-up, disposing, handling or removing of any such causative agent; or
- iii) failure to perform any of the foregoing.

**Schedule of Diseases**

[SCHEDULE OF DISEASES]

**IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE OR EXCLUSION MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.**

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM:**

**Forms a part of Policy No.:**

**Issued to:**

**By:**

**Commercial Umbrella Liability Policy with CrisisResponse®**

**XSEnhanced® Unmanned Aircraft Coverage Enhancement Endorsement  
(Bodily Injury, Property Damage and Personal Injury and Advertising Injury)**

**TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.**

This policy is amended as follows:

**The DECLARATIONS, ITEM 5. SELF-INSURED RETENTION** is amended to add the following **Unmanned Aircraft Self-Insured Retention**:

\$(EACH OCCURRENCE SIR) Each Occurrence

\$(GENERAL AGGREGATE SIR) General Aggregate

as respects all coverages designated in this XSEnhanced® **Unmanned Aircraft Coverage Enhancement Endorsement** as being subject to the **Unmanned Aircraft Self-Insured Retention**. The **Unmanned Aircraft Self-Insured Retention** will not be reduced by **Defense Expenses**.

If no entry appears above, the **Unmanned Aircraft Self-Insured Retention** is \$1,000,000 Each **Occurrence** and \$2,000,000 General Aggregate.

Where applicable, the **Unmanned Aircraft Self-Insured Retention** applies whether or not there is any available **Other Insurance** applicable to a **Loss**. If there is **Other Insurance** applicable to a **Loss**, amounts received through such **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Unmanned Aircraft Self-Insured Retention** if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through **Other Insurance** for the payment of **Defense Expenses** reduce the **Unmanned Aircraft Self-Insured Retention**.

**Section I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY**, Paragraph A. is amended to include the following additional provision:

**Unmanned Aircraft Liability**

This policy shall provide coverage for those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of **Unmanned Aircraft** with a total weight of less than 55 lbs. to which this insurance applies.

In the event that:

- (a) coverage provided by this XSEnhanced® **Unmanned Aircraft** Coverage Enhancement Endorsement is not provided by any applicable **Scheduled Underlying Insurance**; and
- (b) there is no applicable General Liability limit listed in a Schedule of Retained Limits (if attached to this Policy),

then coverage provided shall be excess of the **Unmanned Aircraft Self-Insured Retention**.

**Section I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY**, Paragraph B. is amended to include the following additional provision:

The XSEnhanced® **Unmanned Aircraft** Coverage Enhancement Endorsement applies only if:

**Bodily Injury, Property Damage or Personal Injury and Advertising Injury** is caused by any **Occurrence** resulting from the ownership, maintenance, use, or entrustment to others of any **Unmanned Aircraft** with a total weight of less than 55 lbs. Use includes operation and loading or unloading. This coverage also includes claims against any **Insured** alleging negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** involved the ownership, maintenance, use or entrustment to others of such **Unmanned Aircraft**.

Solely with respect to the coverage provided by this XSEnhanced® **Unmanned Aircraft** Coverage Enhancement Endorsement subject to the **Unmanned Aircraft Self-Insured Retention** set forth above, **Section III. DEFENSE PROVISIONS**, Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of coverage subject to the applicable **Unmanned Aircraft Self-Insured Retention**, once such **Unmanned Aircraft Self-Insured Retention** has been exhausted by **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted. If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

**Section V. EXCLUSIONS**, is amended to include the following additional exclusions:

**Illegal Use of Unmanned Aircraft**

This insurance does not provide coverage for liability arising out of the ownership, maintenance, use, or entrustment to others of any **Unmanned Aircraft** if such **Unmanned Aircraft** is being operated for unlawful purposes or operating in violation of applicable U.S. federal, state, or local law.

Solely with respect to the coverage provided by this XSEnhanced® Unmanned Aircraft Coverage Enhancement Endorsement, **Section V. EXCLUSIONS**, Paragraph A. **Aircraft and Watercraft** is amended to add the following paragraph:

For the purposes of this exclusion only, aircraft does not include **Unmanned Aircraft** with a total weight of less than 55 lbs.

**Section V. EXCLUSIONS**, Paragraph U. **Various Personal Injury and Advertising Injury** is amended to add the following additional exclusion:

This insurance does not apply to **Personal Injury and Advertising Injury**:

Arising out of the ownership, maintenance, use, or entrustment to others of any **Unmanned Aircraft** with a total weight of 55 lbs or greater. Use includes operation and loading or unloading. This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Personal Injury and Advertising Injury** involved the ownership, maintenance, use or entrustment to others of any **Unmanned Aircraft** with a total weight of 55lbs or greater.

**Section VII. DEFINITIONS**, is amended to include the following additional definition:

**Unmanned Aircraft** means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

For purposes of this endorsement only, **Section VII. DEFINITIONS** is amended to include the following additional definition:

**Defense Expenses** mean payment(s) allocated to the investigation, settlement or defense of a specific loss, claim or **Suit**, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or Suit;
4. Costs taxed against the Insured in any claim or Suit;



5. Pre-judgment interest awarded against the Insured; and
6. Interest that accrues after entry of judgment.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (Where Applicable)

<b>State:</b>	District of Columbia	<b>First Filing Company:</b>	Commerce and Industry Insurance Company, ...
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability		
<b>Product Name:</b>	Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime - 016500000331		
<b>Project Name/Number:</b>	Commercial Umbrella Liability Policy with CrisisResponse® - Umbrella Prime/AIG-18-CU-07		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	Not applicable.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	Not applicable.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	Not applicable.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	Not applicable.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Forms Listing
<b>Comments:</b>	
<b>Attachment(s):</b>	CW Forms Listing - UP.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

	Form Title	Form(Edition)	Form Type	New or Replacement	Form No Being Replaced	Mandatory or Optional	Restricts, Broadens or Other	Rate or Premium Impact	Description of Form
1	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion Endorsement (With Limited Bodily Injury and Property Damage Exception)	127033 (08/17)	Endorsement	New	N/A	Optional	Restricts	No	This form excludes liability arising out of any access to, collection of, release of or disclosure of personal or confidential information, or for the loss of Electronic Data, subject to a limited carveback for Bodily Injury and Property Damage. Property Damage is re-defined for purposes of the carveback. The form is modified to address underlying ACE/Chubb language.
2	Access, Collection, Release or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion Endorsement (With Limited Bodily Injury and Property Damage Exception) (SIR Only Version)	124840 (3/18)	Endorsement	New	N/A	Optional	Restricts	No	This form excludes liability arising out of any access, collection, release or disclosure of personal or confidential information, or for the loss of Electronic Data, subject to a limited carveback for Bodily Injury and Property Damage. Property Damage is re-defined for purposes of the carveback. This form includes modified language and a modified SIR structure to address underlying ACE/Chubb defense within limits endorsement LD-46560a 11-15.
3	Act of Terrorism Self-Insured Retention Endorsement (Separate Retention-Canada)	124725 (11/17)	Endorsement	New	N/A	Optional	Other	No	Provides a place for the terrorism retention and premium to be evident on the policy. This endorsement provides for 2 Act of Terrorism Self-Insured Retentions, one for Canada and one for the rest of the world.
4	Additional Insured Endorsement -- Primary and Non-Contributory	124792 (1/18)	Endorsement	New	N/A	Optional	Broadens	No	This endorsement provides additional insured with primary/non-contributory status excess of Retained Limit when required by contract.
5	Additional Insured Endorsement -- Primary and Non-Contributory	124545 (5/17)	Endorsement	New	N/A	Optional	Broadens	No	Use when Insured needs to provide coverage for someone for whom the insured is not doing work directly (i.e. financing company, the municipality where the work is being done, etc.) and the coverage is provided excess of a retained amount.

	Form Title	Form(Edition)	Form Type	New or Replacement	Form No Being Replaced	Mandatory or Optional	Restricts, Broadens or Other	Rate or Premium Impact	Description of Form
6	Additional Insured Endorsement – Primary and Non-Contributory (Scheduled Additional Insureds)	124796 (1/18)	Endorsement	New	N/A	Optional	Broadens	No	This endorsement provides Additional Insured status to parties for whom the insured has agreed in a written instrument to provide additional Insured status under the policy, except that it only applies to scheduled person(s)/organization(s).
7	Biological Agents Exclusion Endorsement (Limited Applicability – Specified Entity)	119738 (12/17)	Endorsement	New	N/A	Optional	Restricts	No	Excludes liability arising out of Biological Agents arising out of products / operations of a Specified Entity. To be used when the underlying policy has a similar exclusion.
8	Druggist Professional Liability for Bodily Injury or Property Damage Limitation Endorsement	124540 (5/17)	Endorsement	New	N/A	Optional	Broadens	No	Provides Druggist Professional Liability Coverage for BI/PD only if such coverage is provided by a policy shown on our Schedule of Underlying, as opposed to applying over a Retained Limit.
9	Helipad Limitation Endorsement	124729 (11/17)	Endorsement	New	N/A	Optional	Other	No	This endorsement provides coverage for liability arising out of the ownership, maintenance, use or operation of helipads to follow the terms of Scheduled Underlying Insurance if insurance for such liability is provided by Scheduled Underlying Insurance.
10	New York Construction Operations Self-Insured Retention Endorsement (Limited Applicability)	124831 (3/18)	Endorsement	New	N/A	Conditional Mandatory	Other	No	This endorsement provides for an attachment point of \$25,000,000 (Each Occurrence) for all liability arising out of any construction operations conducted by or on behalf of the Insured within the 5 Boroughs of New York City (Manhattan, Brooklyn, Bronx, Queens and Staten Island).

	Form Title	Form(Edition)	Form Type	New or Replacement	Form No Being Replaced	Mandatory or Optional	Restricts, Broadens or Other	Rate or Premium Impact	Description of Form
11	Pesticide or Herbicide Application Coverage Endorsement (Schedule of Designated Operations)	124848 (3/18)	Endorsement	New	N/A	Optional	Other	No	This endorsement provides limited exceptions to the Pollution Exclusion for pesticide or herbicide application described in the Schedule of Designated Operations.
12	Professional Liability Exclusion Endorsement (Resultant Bodily Injury and Property Damage Exception)	124776 (12/17)	Endorsement	New	N/A	Optional	Other	No	This endorsement excludes coverage for any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the insured or any person for whom the insured is legally responsible with an exception for resultant Bodily Injury or Property Damage arising out of professional services performed by or on behalf of the Insured over Retained Limit.
13	Specified Diseases Exclusion Endorsement (Schedule)	124838 (3/18)	Endorsement	New	N/A	Optional	Restricts	No	This endorsement excludes coverage for any liability arising out of the condition, disease or sickness shown in the Schedule in order to follow underlying wording.
14	XSEnhanced® Unmanned Aircraft Coverage Enhancement Endorsement (Bodily Injury, Property Damage and Personal Injury and Advertising Injury)	124769 (12/17)	Endorsement	New	N/A	Optional	Other	No	This endorsement provides limited coverage for Bodily Injury, Property Damage and Personal Injury and Advertising Injury arising out of Unmanned Aircraft weighing less than 55lbs.